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			EXAMINER SHIFERAW, ELENI A	
			ART UNIT 2136	PAPER NUMBER

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Please find below and/or attached an Office communication concerning this application or proceeding.

Art Unit: 2136

DETAILED ACTION

Response to Arguments

1. Applicant's arguments with respect to amended claim 12, and pending claims 1, 3-12, 14-17, and 20-26, filed on 01/18/2006, have been fully considered but they are not persuasive. The examiner would like to point out that this action is made final (see, MPEP 706.07a).

Applicant argues that:

independent claims 1, 12, 17, and 24 are not taught by none of the references whether alone or in combination to support the limitation wherein "said second digital license being based on said first digital license;" and

dependent claims are allowable based upon their dependency on allowable claims 1, 12, 17, and 24.

Regarding applicant's arguments concerning references failure to disclose "said second digital license being based on said first digital license", the examiner respectfully disagrees with the applicant's contention and would like to draw the Applicant's attention to Applicant's disclosure pages 107-110 wherein said "...**each copy of original license** provided to each device 1302a, 1302b, 1302c is **cryptographically bounded** to the respective device to which the license is downloaded, rather than being cryptographically bound to the device..." and also Applicant claims on independent claim 12 wherein "...creating a **second digital license cryptographically bounded to said first device..., said second digital license being based on said first digital license**", claim 17, "...a second key pair associated with a second of said

Art Unit: 2136

plurality of devices...., said second digital license being based on said first digital license”,
and claim 24, “...a second key pair to create a second digital license based on said first
digital license...., said second digital license being based on said first digital license”

Examiner rejects the argued subject matter where in said a second digital license being based on said first digital license based on the disclosure that Applicant provided.

That is the second digital license is cryptographically bounded to the first digital license and/or the cryptography first pair of key is associated with the second pair of key as disclosed in Bensons patent col. 11 lines 66-col. 12 lines 2. It is clear that Bensons does in fact teach the argued subject matter wherein said second digital license being based on said first digital license. If applicant has a different definition than the specified disclosure, the difference needs to be clearly defined in the claims and/or provided in the disclosure.

Hurtado et al. also discloses providing/rendering digital content and licenses to user multiple devices (Abstract, col. 23 lines 43-63). Licenses provided to multiple devices of a single user are related/associated and/or the second license provided to second device of a user is based on the first license provided to the first device of the user (col. 12 lines 62-col. 13 lines 63).

examiner disagrees with applicant's argument for dependency. Based on the arguments set forth by the examiner, for arguments above, the dependent claims stand rejected.

Claim Rejections - 35 USC § 103

2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

3. Claims 1, 5, 8, 16-17, 23-24, and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Story, JR. et al. (Story, Pub. No.: US 2002/0046181 A1) in view of Benson et al. (Benson, Patent No.: US 6,678,665 B1), Hurtado et al. (Hurtado, US 6,418,421 B1), and Biddle et al. (Biddle, Pub. No.: US 2002/0107809 A1).

As per claim 1, Story teaches a method of enabling the use of a digital license on a plurality of devices (Story Page 3 par. 0039, Fig. 5; digital license created by license management device is stored in one or more playback devices or computers), said digital license permitting the use of a content item and being bound to a first of said plurality of devices by a first key pair associated with said first device (Story Page 1 par. 0016; encrypted digital license are stored in playback devices), said method comprising:

receiving a first digital license from said first device (Story Page 2 par. 0022; receiving a digital license from license management server);

receiving a second key pair associated with a second of said plurality of devices, said second key pair being different from said first key pair (Story Page 4 Claim no. 3; second digital license is stored in the second device; and Page 4 par. 0052, digital license stored in the device is

Art Unit: 2136

encrypted and it is obvious that the second device receives the second key pair different from the first key pair because it would prevent an authorized copy of digital content);

creating a second digital license bound to said second device using said second key pair . (Story Page 4 Claim no. 3; creating a second license and second license is stored in the second device; Page 4 par. 0052 license stored in different devices are encrypted it is obvious that different key pair is used if license is encrypted because it would prevent an authorized copying of digital content); and

transmitting said second digital license to said second device (Story Page 4 Claim no. 3; digital license is transmitted from license management server and stored in the second device);

Story does not explicitly teach said second digital license being based on said first digital license;

However Benson teaches generating a public and private key pair and the first key pair is associated with the second key pair (Benson Col. 11 lines 66-col. 12 lines 23);

Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to employ the teachings of Benson with in the system of Story because it would allow to locate a certificate that holds the associated digital signature public keying material and then the software vendor may potentially execute some administrative action (Benson Col. 12 lines 24-37). Therefore it would have been obvious to one having ordinary skill in the art at the time of the invention was made to apply the teachings of Benson with in the system of Story because it would locate the first digital license and provide service to a user to render the digital content on different computer devices without purchasing a duplicate license.

The combination of Story and Benson do not explicitly teach wherein said second digital license is set to expire prior to said first expiration date on the second expiration date;

However Hurtado teaches digital license associated with expiration date, and wherein said second digital license is set to expire prior to said first expiration date on the second expiration date (Hurtado col. 11 lines 38-43, col. 10 lines 6-55, and col. 9 lines 29-31, and col. 23 lines 23-42; user condition specifies whether or not a secondary copy of the content is allowed, the number of secondary copies, and whether or not the content may be copied to an external portable device of the user, and also Hurtado teaches extending/adding or narrowing the user's conditions);

Therefore it would have been obvious to one having ordinary skill in the art at the time of the invention was made to modify the teachings of Hurtado within the combination system of Story and Benson by set the modified first digital license to expire prior to the first license because it would allow to give the user more options of term conditions and the user would pay less for having the modified first digital license set to expire before the first license.

Story, Benson and Hurtado disclose all the subject matter as described above. Story, Benson, and Hurtado fail to explicitly teach the amended subject matter wherein failure of said second device to contact a license synchronization server prior to said second expiration date results in removal of said second device from a registration store on said license synchronization server.

However Biddle teaches wherein failure of said second device to contact a license synchronization server prior to said second expiration date results in removal of said second device from a registration store on said license synchronization server (Biddle par. 0114 and

claim 14; if a user device fails to renew a license with an expiration date, the user device is terminated/removed from getting services/content from license server).

It would have been obvious to one having ordinary skill in the art at the time of the invention was made to employ the removal of the second device when failing to renew/contact the license server before expiration because it is well known to terminate a device when the license agreement is expired. One skilled in the art would have been motivated to do so to control illegal usage of content and require users to make payments when usage expires.

As per claim 17, Story teaches a method of enabling the use of a first digital license on a plurality of devices (Story Page 3 par. 0039, Fig. 5; digital license created by license management device is stored in one or more playback devices), said first digital license permitting the use of a content item and being bound to a first of said plurality of devices by a first key pair associated with said first device (Story Page 1 par. 0016; encrypted digital license are stored in playback devices), said method comprising:

sending, to a license synchronization server, a second key pair associated with a second of said plurality of devices, said second key pair being different from said first key pair (Story Page 4 Claim no. 3; second digital license is transmitted from license management server and stored in the second device; and Page 4 par. 0052, digital license stored in the device is encrypted and it is obvious at the time of the invention was made that the second device receives the second key pair different from the first key pair because it would prevent an authorized copy of digital content); and

receiving, from said license synchronization server, a second digital license bound to said second device by said second key pair (Story Page 4 Claim no. 3; receiving a second license and storing a second license on the second device; Page 4 par. 0052 license stored in different devices are encrypted it is obvious that different key pair is used if license is encrypted because it would prevent an authorized copying of digital content),

Story does not explicitly teach said second digital license being based on said first digital license

However Benson teaches generating a public and private key pair and the first key pair is associated with the second key pair (Benson Col. 11 lines 66-col. 12 lines 23);

Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to employ the teachings of Benson with in the system of Story because it would allow to locate a certificate that holds the associated digital signature public keying material and then the software vendor may potentially execute some administrative action (Benson Col. 12 lines 24-37). Therefore it would have been obvious to one having ordinary skill in the art at the time of the invention was made to apply the teachings of Benson with in the system of Story because it would locate the first digital license and provide service to a user to render the digital content on different computer devices without purchasing a duplicate license.

The combination of Story and Benson do not explicitly teach wherein said second digital license is set to expire before said first digital license;

However Hurtado teaches wherein said second digital license is set to expire before said first digital license (Hurtado col. 11 lines 38-43, col. 10 lines 6-55, and col. 9 lines 29-31; a digital content with original and modified copy of the original certificate is provided to the user's

Art Unit: 2136

different devices, and col. 23 lines 23-42; user condition specifies whether or not a secondary copy of the content is allowed, the number of secondary copies, and whether or not the content may be copied to an external portable device of the user, and also Hurtado teaches extending/adding or narrowing the user's conditions);

Therefore it would have been obvious to one having ordinary skill in the art at the time of the invention was made to modify the teachings of Hurtado within the combination system of Story and Benson by set the modified first digital license to expire prior to the first license because it would allow to give the user more options of term conditions and the user would pay less for having the modified first digital license set to expire before the first license.

Story, Benson and Hurtado disclose all the subject matter as described above. Story, Benson, and Hurtado fail to explicitly teach the amended subject matter wherein failure of said second device to contact a license synchronization server prior to said second expiration date results in removal of said second device from a registration store on said license synchronization server.

However Biddle teaches wherein failure of said second device to contact a license synchronization server prior to said second expiration date results in removal of said second device from a registration store on said license synchronization server (Biddle par. 0114 and claim 14; if a user device fails to renew a license with an expiration date, the user device is terminated/removed from getting services/content from license server).

It would have been obvious to one having ordinary skill in the art at the time of the invention was made to employ the removal of the second device when failing to renew/contact the license server before expiration because it is well known to terminate a device when the

Art Unit: 2136

license agreement is expired. One skilled in the art would have been motivated to do so to control illegal usage of content and require users to make payments when usage expires.

As per claim 24, Story teaches a system for roaming a digital license to a plurality of computing devices (Story Page 3 par. 0039, Fig. 5; digital license created by license management device is stored in one or more playback devices) comprising:

a receiving module which receives over a computer network (Story Page 3 par. 0036; playback device module receives over a computer network):

from a first of said plurality of computing devices (Story Page 3 par. 0039, Fig. 5; digital license created by license management device is stored in one or more playback devices), a first digital license which permits the use of a content item and is bound to said first of said plurality of computing devices by a first key pair associated with said first of said plurality of computing devices (Story Page 1 par. 0016; encrypted digital license are stored in playback devices); and

a second key pair associated with a second of said plurality of computing devices different from said first of said plurality of computing devices, said second key pair being different from said first key pair (Story Page 4 Claim no. 3, Page 4 par. 0052; an encrypted second digital license associated with a second of said plurality of computing devices is created it is obvious that different key pair is used for the second encrypted digital license because it would prevent an authorized copying of digital content);

a license-rewriting module which uses said second key pair to create a

Art Unit: 2136

second digital license, said second digital license being bound to said second device (Story Page 2 par. 0028-0030, Page 4 Claim no. 3, and Page 4 par. 0052; license management module rewriting a second encrypted digital license to a second device); and

a transmitting module for transmitting said second license to said second device (Story Page 2 par. 0032, and Page 4 Claim no. 3; license management module transmitting said second license to said second device);

Story does not explicitly teach said second digital license being based on said first digital license;

However Benson teaches generating a public and private key pair and the first key pair is associated with the second key pair (Benson Col. 11 lines 66-col. 12 lines 23);

Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to employ the teachings of Benson with in the system of Story because it would allow to locate a certificate that holds the associated digital signature public keying material and then the software vendor may potentially execute some administrative action (Benson Col. 12 lines 24-37). Therefore it would have been obvious to one having ordinary skill in the art at the time of the invention was made to apply the teachings of Benson with in the system of Story because it would locate the first digital license and provide service to a user to render the digital content on different computer devices without purchasing a duplicate license.

The combination of Story and Benson do not explicitly teach wherein second digital license expiring before said first digital license;

However Hurtado teaches wherein second digital license expiring before said first digital license (Hurtado col. 11 lines 38-43; col. 10 lines 6-55, and col. 9 lines 29-31; a digital content

with original and modified copy of the original certificate is provided to the user's different devices, and col. 23 lines 23-42; user condition specifies whether or not a secondary copy of the content is allowed, the number of secondary copies, and whether or not the content may be copied to an external portable device of the user, and also Hurtado teaches extending/adding or narrowing the user's conditions);

Therefore it would have been obvious to one having ordinary skill in the art at the time of the invention was made to modify the teachings of Hurtado within the combination system of Story and Benson by set the modified first digital license to expire prior to the first license because it would allow to give the user more options of term conditions and the user would pay less for having the modified first digital license set to expire before the first license.

Story, Benson and Hurtado disclose all the subject matter as described above. Story, Benson, and Hurtado fail to explicitly teach the amended subject matter wherein failure of said second device to contact a license synchronization server prior to said second expiration date results in removal of said second device from a registration store on said license synchronization server.

However Biddle teaches wherein failure of said second device to contact a license synchronization server prior to said second expiration date results in removal of said second device from a registration store on said license synchronization server (Biddle par. 0114 and claim 14; if a user device fails to renew a license with an expiration date, the user device is terminated/removed from getting services/content from license server).

It would have been obvious to one having ordinary skill in the art at the time of the invention was made to employ the removal of the second device when failing to renew/contact

the license server before expiration because it is well known to terminate a device when the license agreement is expired. One skilled in the art would have been motivated to do so to control illegal usage of content and require users to make payments when usage expires.

As per claim 5, Story, Benson, Hurtado, and Biddle teach all the subject matter as described above. In addition Story teaches the method, further comprising: creating a third digital license; and transmitting said third license to said first device (Story Page 1 par. 16; creating a digital license and transmitting and storing it in one or more devices); and

Benson the first key pair is associated with the second key pair (Benson Col. 12 lines 16-23) that reads on a third digital license bound to said first device. The rationale for combining are the same as claim 1 above.

As per claim 8, Story, Benson, Hurtado, and Biddle teach all the subject matter as described above. In addition Story teaches the method, further comprising the act of limiting the number of said plurality of devices (Story Page 3 par. 0039; digital license can be stored in one or more devices).

As per claim 16 and 23, Story, Benson, Hurtado, and Biddle teach all the subject matter as described above. In addition Story teaches a computer-readable medium containing computer-executable instructions for performing the method (Story Page 2 par. 0028-0030).

Art Unit: 2136

As per claim 26, Story, Benson, Hurtado, and Biddle teach all the subject matter as described above. In addition Story teaches the method, further comprising: a module which limits the number of said plurality of devices (Story Page 3.par. 0039; digital license can be stored in one or more devices).

4. Claims 3-4, 6-7, 9-11, 13, 20-22, and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Story, JR. et al. (Story, Pub. No.: US 2002/0046181 A1) in view of Benson et al. (Benson, Patent No.: US 6,678,665 B1), Yang et al. (Yang, Pub. No.: US 2002/0194008 A1) and Hurtado et al. (Hurtado, US 6,418,421 B1), and Biddle et al. (Biddle, Pub. No.: US 2002/0107809 A1).

As per claim 3, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang teaches the method, wherein said act of creating a second digital license includes adding a second expiration date to said second digital license (Yang Page 1 par. 0007, and 10 par. 0091), said second expiration date occurring earlier in time than said first expiration date (Yang Page 5 par. 0045); Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to employ the teachings of Yang with in the combination system of Story and Benson because it would allow to specify the digital license contract rules and govern how the digital license contract is to be fulfilled (Yang Page 4 par. 0039). Therefore it would have been obvious to one ordinary skill in the art at the time of the invention was made to have second expiration date occurring earlier in time than the first expiration date because it would allow a periodic contact with a license synchronization server in

Art Unit: 2136

order to update the expiration date on the copy/replacement license, and governs how long the computing device will stay on a list of active registered devices.

As per claim 4, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang teaches the method, wherein said second expiration date comprises a specified offset from a date on which said act of transmitting said second digital license occurs (Yang Page 4 par. 0038). The rationale for combining are the same as claim 3 above.

As per claim 6, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang teaches a method, duration of a digital license that reads on wherein said third digital license includes a first expiration date (Yang Page 1 par. 0007, and 10 par. 0091). The rationale for combining are the same as claim 2 above.

As per claim 7, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang, wherein said first expiration date comprises a specified offset from a date on which said act of transmitting said third license occurs (Yang Page 4 par. 0038). The rationale for combining are the same as claim 3 above.

As per claim 9, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang, wherein said second digital license includes a first expiration date (Yang Page 4 par. 0038), and each of said third digital licenses including a second

expiration date different from said first expiration date (Yang Page 5 par. 0045). The rationale for combining are the same as claim 12 above.

Benson teaches a method for digital license, the first key pair associated with the second key pair that reads on a second digital license with one or more third digital licenses based on said first digital license (Benson Col. 12 lines 17-23),

Yang teaches wherein said method further comprises the act of periodically refreshing said second digital license with one or more third digital licenses (Yang Page 5 par. 0051-Page 6 par. 0052; duration of time for digital license is given, digital license can be canceled, and digital license can be re-placed). Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to employ the teachings of Yang with in the combination system of Story and Benson because it would allow to end or cancel a digital license authorization (Yang Page 6 par. 0052)

As per claim 10 and 22, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang, further comprising revoking said second digital license (Yang Page 5 par. 0051-Page 6 par. 0052). Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to employ the teachings of Yang with in the combination system of Story and Benson because it would allow to cancel to re-assign a digital license authorization (Yang Page 6 par. 0052).

As per claim 11, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang, further comprising re-assigning said second digital license to

Art Unit: 2136

a third of said plurality of devices after said revocation of said second digital license (Yang Page 5 par. 0051-Page 6 par. 0052). Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to employ the teachings of Yang with in the combination system of Story and Benson because it would allow to re-assign a digital license to a user (Yang Page 6 par. 0052).

As per claim 13, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang, wherein said first set of terms includes a first expiration date, and wherein said second set of terms includes a second expiration date different from said first expiration date (Yang Fig. 5C No. 534). The rational for combining are the same as claim 12 above.

As per claim 20, Story, Benson, Yang, and Hurtado teach all the subject matter as described above. In addition Yang, wherein said second expiration date comprises a specified offset from a date on which said act of receiving said second digital license occurs (Yang Page 4 par. 0038). The rational for combining are the same as claim 3 above.

As per claim 21, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang, wherein said second digital license has a set of license terms and a first expiration date (Yang Page 4 par. 0038), and wherein said method further comprises periodically receiving a replacement of said second digital license, wherein each of the periodic replacements has said set of license terms (Page 5 par. 0046) and a second expiration date

different from said first expiration date (Yang Page 5 par. 0045). The rationale for combining are the same as claim 12 above.

As per claim 25, Story, Benson, Yang, Hurtado, and Biddle teach all the subject matter as described above. In addition Yang, further comprising: a transmitting module which periodically transmits a refreshed second license to said second device (Yang Page 6 par. 0052). The rationale for combining are the same as claim 9 above.

5. Claims 12, and 14-15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hurtado et al. (Hurtado, US 6,418,421 B1), in view of Biddle et al. (Biddle, Pub. No.: US 2002/0107809 A1).

Regarding claim 12 Hurtado discloses a method of roaming a digital license onto a plurality of devices, said roamed digital license enabling the use of a content item on a plurality of devices, comprising:

receiving a first digital license cryptographically bound to a first device, said first digital license having a first set of terms (col. 15 lines 24-32, and col. 23 lines 64-col. 24 lines 67);

creating a second digital license cryptographically bound to said first device, **said second digital license being based on said first digital license (Abstract, col. 23 lines 43-63, and col. 12 lines 62-col. 13 lines 63; Licenses provided to multiple devices of a single user are related/associated and/or the second license provided to second device of the user is based on the first license provided to the first device of the user and/or the second license is a**

modified copy of the first license of the user), said second digital license having a second set of terms different from said first set of terms, wherein said second digital license is set to expire prior to said first digital license on a second expiration date (Hurtado col. 11 lines 38-43, col. 10 lines 6-55, and col. 9 lines 29-31; a digital content with original and modified copy of the original license certificate is provided to the user's different devices, and col. 23 lines 23-42; user condition specifies whether or not a secondary copy of the content is allowed, the number of secondary copies, and whether or not the content may be copied to an external portable device of the user, and also Hurtado teaches extending/adding or narrowing the user's conditions); and transmitting said second license to said first device (col. 12 lines 62–col. 13 lines 9).

Hurtado fails to explicitly teach the amended subject matter wherein failure of said second device to contact a license synchronization server prior to said second expiration date results in removal of said second device from a registration store on said license synchronization server.

However Biddle teaches wherein failure of said second device to contact a license synchronization server prior to said second expiration date results in removal of said second device from a registration store on said license synchronization server (Biddle par. 0114 and claim 14; if a user device fails to renew a license with an expiration date, the user device is terminated/removed from getting services/content from license server).

It would have been obvious to one having ordinary skill in the art at the time of the invention was made to employ the removal of the second device when failing to renew/contact the license server before expiration because it is well known to terminate a device when the

license agreement is expired. One skilled in the art would have been motivated to do so to control illegal usage of content and require users to make payments when usage expires.

As per claim 14, Hurtado further teaches wherein said second expiration date comprises a date which is a specified offset from a date on which said act of creating said second digital license occurs (col. 28 lines 15-45).

As per claim 15, Hurtado further teaches teach all the subject matter as described above. In addition Yang, further comprising the act of periodically replacing said second license on said first device (col. 23 lines 23-42).

Conclusion

6. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event,

Art Unit: 2136


however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

7. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Eleni A. Shiferaw whose telephone number is 571-272-3867. The examiner can normally be reached on Mon-Fri 8:00am-5:00pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Ayaz R. Sheikh can be reached on 571-272-3795. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

E.S.


March 22, 2006

CHRISTOPHER REVAK
PRIMARY EXAMINER

